

DATA SHEET

LOCATION: At the southerly terminus of Church Lane
Unincorporated Cloverdale, Sonoma County

Minimum Bid: \$85,000,000
Required deposit: \$4,250.00

Balance to be received at the Department of Transportation Office (or escrow to close) on or before October 19, 2007.

DESCRIPTION: Legal Description available upon request

SIZE: ±46,961 s.f.

SHAPE: (See attached map) Irregularly-shaped lot.

TOPOGRAPHY: Sloping

ZONING: As of July 12, 2006 RR-B8 (Rural Residential, restricted single family residential)

UTILITIES: Unknown*. Prospective bidders should check with appropriate utility companies for specific information regarding this property.

ACCESS: Via Church Lane

IMPROVEMENTS: None

TENANCY: None

ENCUMBRANCES: Special assessments, if any, restrictions, reservations and easements of record.

REMARKS: 1.) Part of this conveyance includes a portion of the privately owned Church Lane over which APN# 116-300-36 has a right of way for general road and utility purposes.

2.) *If successful bidder has plans to develop, current zoning requires that this parcel either be connected to the City of Cloverdale's sewer system or an approved septic system. To access the City's sewer system, this parcel would have to be annexed to the City and it is not anticipated that this expansion project will take place in the very near future. In order to install a septic system on the property, "percolation approval" must be obtained from the Sonoma County Public Works Department's Well and Septic Section. The Department of Transportation will NOT be performing percolation tests on this property prior to sale. Without these tests it is very difficult to determine the percolation ability of the soil. It should be noted that two septic systems on Church Lane have failed within the last several years. This may indicate that soil in this area is not the most desirable for percolation. However, the fact that there are several other residential dwellings located in the area with successful septic systems indicates that percolation is possible. **It is crucial that all potential bidders take "soil percolation" into account when bidding on this property.**

R.E. TAXES: Property is not assessed for taxes while vested in the State. It will, however, be assessed after transfer into private ownership.

LIMITATIONS AND INSPECTION

The State of California reserves the right to reject any and all offers and waive any informality or irregularity in any offer or to accept any offer deemed in the best interest of the State.

The sale of this property is subject to all matters of public record and any easements, claim of easements or reservations not of record. The Department of Transportation does not assume any liability for possible encumbrances on this property.

Prospective bidders should consult local title companies if more complete information regarding the title of the property is required.

Interested parties, upon request and with written permission, may inspect the property and conduct core or soil sample tests.

This sale of property is exempt from C.E.Q.A. The environmental determination by Caltrans for the sale of this property does not mean that the buyer may not have to obtain subsequent environmental clearance or prepare an environmental document as required by any local agency. Buyer should be aware that if buyer seeks some form of approval or permit for development subsequent to buyer's purchase of this excess property, the local agency may require an environmental document and/or environmental analysis before giving its approval or permit.

The real property which is the subject of this sale may be situated within a Special Studies Zone as so designated under the Alquist-Priolo Special Studies Zones Act, Sections 2621-2625, inclusive, of the California Public Resources Code. As such, approval of any future construction or development of any structure for human occupancy on this property may be subject to the findings contained in a geologic report prepared by a geologist registered in the State of California. The Department of Transportation makes no representations on this subject, and any prospective bidder should make HIS/Her own inquiry or investigation into the potential effects of this Act on this property.

TERMS OF OPTION TO PURCHASE

CASH TERMS: THIS TRANSACTION WILL BE AN ALL CASH SALE.

DEPOSIT: All bidders must submit, along with their completed Option to Purchase form, either a **CERTIFIED CHECK**, **CASHIER'S CHECK** or a **MONEY ORDER** made payable to the State Department of Transportation in the amount of the required option deposit (\$4,250.00). Personal checks will not be accepted.

NOTE: If the purchase price is more than \$85,000.00, bidder agrees to deposit the difference, if any, between the initial bid deposit stated in the sales notice (\$4,250.00) and any amount representing 5% of the actual bid, within 10-working days of the sale (July 6, 2007).

Purchaser has 30 days from date of the auction to perform due diligence. Purchaser may wish to perform percolation and soil tests. Purchaser agrees to deposit an additional 5% of the purchase price on or before expiration of the due diligence period (July 21, 2007 or the soonest working day thereafter). Purchaser agrees to provide a copy of any percolation or soil test results.

If the percolation tests results prove unsatisfactory. The buyer at its discretion can withdraw from the auction and the deposit will be returned.

OPTION PERIOD: The option deposit will be consideration for the option period, the length of which is specified on page 1 of this notice (90 Days). The option period shall commence on the first day following the due diligence period (July 21, 2007) or the first working day thereafter. The balance of the purchase price shall be paid on or before expiration of the option period (October 19, 2007).

There may be situations wherein the Option Holder is unable to complete the Terms of Option within the time allowed for reasons beyond his/her control. Under these circumstances, the State, at its discretion, may elect to extend the option period. A charge of 1% of the bid price per month will normally be made for such extensions. This charge **SHALL NOT** be applied toward the purchase price.

FORFEITURE OF DEPOSIT: The option deposit and any additional extension deposit(s) shall be non-refundable in the event that the Successful Bidder fails to exercise the option within the option period or fails to comply with any and all terms of the option as herein provided.

OPTION AGREEMENT: Successful High Bidder will have submitted a signed Option to Purchase Form, for cash, along with his/his Option Deposit and said Option to Purchase Form shall become the Option Agreement and the Successful Bidder shall be bound to the terms specified in the Notice of Sale and Option to Purchase Form.

SECOND HIGH BID: In the event the High Bidder fails to exercise his /her option within the option period or defaults in completion of the sale, the State may, at its discretion, offer the option to the Second Highest Bidder. If the Second High Bidder accepts the option, the deposit requirement and terms of option to purchase shall be the same as stated in this notice of sale except that the option period shall commence on the day the option is awarded by the State to the Second High Bidder.

LIMITING CONDITIONS:

(1) The sale under this option is subject to the approval of the California Transportation Commission. Any assignments under this contract must be made prior thereto. If the sale is not approved, the option deposit money will be refunded without interest. The Successful Bidder may take possession when the Director's Deed is recorded.

(2) When the sale is approved by the California Transportation Commission and the Successful Bidder elects to exercise the option, the option deposit will be credited toward the bid purchase price.

(3) The State reserves the right to reject any and all bids and to cancel the sale, in part or in its entirety, any time prior to the approval of the sale by the California Transportation Commission. In the event of cancellation of sale and/or rejection of any bids, the respective deposits of money shall be refunded without interest.

(4) An agreement between two or more prospective Bidders to set their bid price or not to submit bids against each other, with the purpose of purchasing this parcel or other parcels at a more advantageous price or terms, is prohibited. Where such agreements come to the knowledge of the Department of Transportation, any bids made pursuant to such an agreement will be disqualified.

(5) The right, title and interest in the property to be sold shall not exceed that vested in the State of California, and this sale is subject to all title exceptions and reservations whether or not of record. The Successful Bidder may obtain a policy of title insurance at their own expense.

(6) The property is sold in an "AS IS" condition. The Successful Bidder agrees that, as of the close of escrow, it will be acquiring the property in an "AS IS" condition with all faults and conditions then existing on the property, including any hazardous substances or hazardous wastes that may be located on, under, or around the property, whether known or unknown, and Successful Bidder assumes all responsibilities for such faults and conditions.

(7) The Successful Bidder shall pay all recording fees, documentary stamp taxes or other real estate transaction taxes or fees by whatever name known, including escrow fees or brokers commission, if any, and personal property sales taxes where applicable.

(8) Should the Successful Bidder desire a survey of the property, this may be accomplished by an independent survey at the Bidder's expense. No warranty is made by the Department of Transportation relative to the ground locations or property lines other than monumented highway right of way lines.

(9) The Successful Bidder shall be responsible for checking and complying with local building codes and ordinances. All properties are sold in an "as is" condition. See local Planning Department for permitted land uses.

(10) All Caltrans employees may bid to acquire excess State property except employees who have direct access to information not generally available to the public or who influence the purchase or sale or right of way or other real property.

All additional payments must be made by **CASHIERS CHECK** or **MONEY ORDER** payable to the order of the Department of Transportation and mailed to the Department of Transportation, P.O. Box 23440, Oakland, CA 94623-0440, Attention: Nereida Millan-Naranjo, Excess Land Sales.

NOTICE OF SEALED BID SALE OF OPTION TO PURCHASE

Sealed Bids will be received by the State of California, Department of Transportation, 111 Grand Avenue, Oakland, California, until the time and date indicated for the award of an option to purchase real property owned by the said Department of Transportation and located:

West of US Route-101 at a hilltop location at the end of Church Lane in Cloverdale.

Until the time indicated, bids will be accepted at the desk of Nereida Millan-Naranjo, 13th floor, until 2:00 p.m Pacific Daylight Savings Time on Tuesday, June 19, 2007. Bids will be publicly opened on June 21, 2007 promptly at 11:00 a.m. at the Geyserville Maintenance Station located 21979 at Geyserville Ave. Geyserville, CA .

BIDDING PROCEDURE:

1. Complete the appropriate Option to Purchase form*.
2. Enclose the completed form and the Option Deposit (see Data Sheet for specific item) in an envelope using the "cut out" address and identification at the bottom of this page.
3. Make Option Deposit payable to "Department of Transportation".
4. Use a separate envelope for each parcel on which you bid, if applicable. Show the Sale Item No. on which you are bidding on the outside back of your bid envelope.
5. The bidder's name and mailing address should be shown in the upper left-hand corner of the bid envelope.
6. Envelopes not properly marked and opened prior to the sale may be disqualified.

*See Terms of Option to Purchase

NOTE: In order to eliminate possible accidental opening of bid envelopes prior to advertised time of the bid opening, it is very important that the notice below be affixed to the outside of the envelope enclosing the bid.

CUT HERE

SEALED BID

4-Son-101-50.6
DD # 028622-01-01

FOR STATE PROPERTY IN CALIFORNIA,
To be opened at 11:00 a.m. PST on Thursday, June 21, 2007
SALE ITEM NO. 1

Attn: Nereida Millan-Naranjo
Right of Way
Excess Land Sales

BID FORM

DD 028622-01-01

OPTION TO PURCHASE

For the purchase of the real property described in the Director's Deed 028622-01-01, available upon request, the undersigned bidder hereby agrees to the terms of this auction, and further agrees to offer to the State of California, Department of Transportation _____ **DOLLARS,** (\$_____), as a bid for the purchase of said property. Paid herewith is FOUR THOUSAND TWO HUNDRED FIFTY DOLLARS (\$4,250.00) the minimum Option Deposit as called for in the Notice of Public Auction.

_____ I have received and read the sale brochure on this auction.
(Please initial)

All provisions of the TERMS OF THE OPTION TO PURCHASE printed in the sale brochure are hereby specifically incorporated by reference into the terms of this option, and bidder agrees to perform each of the said terms.

All payments must be made at the Accounting Department, 111 Grand Avenue, Oakland, CA 94612-3771 payable to the order of the Department of Transportation.

Name: _____

Phone # : _____

Signature: _____

The property shall be conveyed by Director's Deed to:

(_____)

(Please print how title is to be vested)

Check one:

- | | | | |
|--|--|-------------------------------------|---------------------------------------|
| <input type="checkbox"/> Husband and wife as joint tenants | <input type="checkbox"/> Joint Tenants | <input type="checkbox"/> Single Man | <input type="checkbox"/> Single Woman |
| <input type="checkbox"/> Husband and wife as community property | <input type="checkbox"/> Tenants in common | <input type="checkbox"/> Other | |
| <input type="checkbox"/> A married man/woman as his/her sole and separate property | | | |

It is also agreed that all notices and matters arising in connection with this transaction will be given to bidder in person or by certified mail addressd to:

(Please PRINT Name and Address)

It is understood that the Department of Transportation shall record said Director's Deed and the undersigned Bidder agrees to pay the cost of recording and any documentary stamp tax when the final balance is paid. Bidder may take possession of said real property as soon as said Director's Deed has been recorded.

Date: _____ Signed: _____ Phone #: _____